

opposite station 294, (5) North 25° 59' 25" East 85.95 feet to a 1/2" iron pin 53 feet opposite station 294+86, (6) North 24° 43' 42" East 39.00 feet to a point 53 feet opposite station 295+25, (7) North 12° 14' 29" East 14.91 feet to a 1-1/2" iron pipe 50.84 feet approximately opposite station 295+40, thence reversely, with the 2nd and 1st lines of the 2nd parcel in Liber J.L.J. #16, folio 347, approximately along a line of old stumps and fence posts (8) South 48° 24' 18" East 148.72 feet to a 1/2" iron pipe now set (9) South 35° 01' 31" East 128.47 feet to the point of beginning, the same containing 1.2722 acres, more or less, as surveyed by Frederick Wallace Pyne on July 1, 1967.

(2) That there is still due and owing unto your Petitioner by the said real estate mortgage the principal sum of Fourteen Thousand Six Hundred Seventy Five Dollars and Thirty Three Cents (\$14,675.33) with interest thereon of Four Hundred Fifteen Dollars and Eighty Cents (\$415.80) from June 5, 1979 to October 5, 1979, making a total indebtedness due as of October 5, 1979, of Fifteen Thousand Ninety One Dollars and Thirteen Cents (\$15,091.13), all of which will more fully appear by reference to the statement of mortgage claim heretofore filed.

(3) That there is contained in said real estate mortgage a provision that if default be made by the said Carroll T. Green and Mary T. Green, husband and wife, in the payment of any installment thereof, then the same shall mature and become payable and it shall then be lawful for Verdie M. Singleton, or its Assignee, Howard R. Stepler, Jr., to sell the said real estate to satisfy and pay said debt, interest and all costs incident to said sale, and default having been made in the payment of the principal and interest of said debt, your Petitioner, as Assignee, became duly authorized to execute the power of sale contained in said mortgage by reason of said default.

(4) That having first advertised the said property at least once a week for three successive weeks to the date of sale in the News-Post, a newspaper published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale, as will appear by the Certificate of Publication filed herewith as Exhibit 2, which is prayed may be taken and considered a part hereof, and after filing a duly approved bond your Petitioner proceeded to sell said real estate at the Court House door in Frederick City, Frederick County, Maryland, on Wednesday, November 21, 1979, at 11:00 A.M., and your Petitioner attending said sale then and there sold the said real estate unto Kenneth D.